

# REORGANIZATION PLAN FOR ALTERNATIVE ORGANIZATIONAL STRUCTURE SUBMITTAL SHEET

REC'D APR 8 2010

School Administrative Units Included in <b>APPROVED</b> Notice of Intent	School Administrative Units Submitting Reorganization Plan (Each municipality in a School Union must be indicated separately)
Boothbay-Boothbay Harbor Community School District	Boothbay-Boothbay Harbor Community School District
Edgecomb School District	Edgecomb School District
Southport School Department	Southport School Department

Contact Information:

RPC Chair

Name: Steve Ward  
 Address: 23 Quarry Point Road  
           Edgecomb, ME 04556  
 Telephone: 207-882-4005  
 email: fsw@the1st.com

Date Plan Submitted: April 8, 2010

Proposed Alternative Organizational Structure Operational Date: July 1, 2010

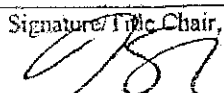
  
Signature/Title Chair, District School Committee

4/5/2010

Date

Boothbay-Boothbay Harbor  
Community School District

SAU

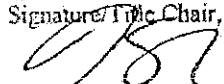
  
Signature/Title Chair, Board of Trustees

4/ /2010

Date

Boothbay-Boothbay Harbor  
Community School District

SAU


  
Signature/Title Chair, Edgcomb School  
Committee

4/5/2010

Date

Edgcomb School Department

SAU

  
Signature/Title Chair, Southport School Committee

4/5/2010

Date

Southport School Department

SAU

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SUPERINTENDENT

PAGE 02/02

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# Reorganization Plan for Alternative Organizational Structure Cover Sheet

(Please attach Reorganization Plan as Exhibit A)

Required Elements							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier <sup>1</sup>	Need Assistance <sup>2</sup>
3.A(1)	SAUs included in Alternative Organizational Structure (AOS)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

<sup>2</sup> Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

Parameters for Plan Development							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier <sup>3</sup>	Need Assistance <sup>4</sup>
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception <sup>5</sup> )		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(2)	Comprehensive programming for all students grades K – 12		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Includes at least one publicly supported high school		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(3)	Consistent with policies set forth in section 1451		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(4)	No displacement of teachers		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No displacement of students		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and non- instructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program <sup>6</sup>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, 2.C	A notice of intent to engage in planning and negotiations with other school administrative units for the purpose of developing a reorganization plan to form an alternative organizational structure		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.C(1)	A school administrative unit may be designated by the commissioner as part of an AOS. The commissioner may designate an SAU as part of an AOS if the commissioner finds that the proposed organizational structure will result in:						
	Consolidation of system administration		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Consolidation of special education administration, transportation administration and administration of business functions including accounting, reporting, payroll, financial management, purchasing insurance and auditing		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Adoption of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results established in Title 20-A, section 6209		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Adoption of consistent school policies and school calendars and a plan for consistent collective bargaining agreements		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	A plan for an AOS may include a collaborative agreement under chapter 114 and must include an interlocal agreement under Title 30-A, chapter 115. The plan must include procedures for conducting a kindergarten through grade 12 budget approval pursuant to subparagraph (2)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>3</sup> Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

<sup>4</sup> Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

<sup>5</sup> Please note in the *Exceptions to 2500 minimum* section on next page

<sup>6</sup> This requirement is only for those who plan to be operational as an AOS in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

2.C(2)	The budget procedures of members of an AOS must conform to the format and referendum procedures set forth in sections 1485 and 1486 for regional school units except for the time limits pursuant to section 1486, subsection 2. The budget validation referendum for all members of the AOS must be conducted on the same day	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Collaborative Agreements</b>							
						Yes	No
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)						<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Exceptions to 2,500 minimum

**Actual number of students (10/1/2006) for which the SAU is fiscally responsible: 880**

<http://www.maine.gov/education/enroll/aproct/resident.html>

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Demographics	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Economics	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transportation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Population Density	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Explanation of Barriers –**

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier

**Assistance Needs –**

Please use this section to describe your needs for assistance and from whom you need assistance.

Law Reference/Required Element	Explanation of your assistance need	Assistance needed from whom?

**REORGANIZATION PLAN**  
**ALTERNATIVE ORGANIZATION STRUCTURE (AOS)**

**AOS NAME:**

**ROCKY CHANNELS SCHOOL SYSTEM  
("RCSS")**

Plan to Reorganize as an Alternative Organizational Structure.

School Administrative Units (SAUs) submitting:

Boothbay-Boothbay Harbor Community School District, Edgecomb School Department, and Southport School Department (hereinafter collectively referred to as "Member School Units").

Contact information:

Telephone Number

Steve Ward, Reorganization Planning Committee Chairman	563-3195
John Bertolet, Reorganization Planning Committee Vice-Chairman	633-7228
Eileen King, Superintendent	633-2874

Date Submitted by SAUs: April 8, 2010

Proposed operational date: July 1, 2010

**3. A (1) The Units of School Administration to be included in the Proposed Rocky Channels School System (RCSS):**

Boothbay-Boothbay Harbor Community School District  
Edgecomb School Department  
Southport School Department

**3. A (2) The Size, Composition and Apportionment of the Governing Body:**

The Rocky Channels School System shall be governed by an Alternative Organizational Structure (AOS) School Board consisting of the District School Committee of Boothbay-Boothbay Harbor Community School District, and the school boards of the Edgecomb School Department, and Southport School Department.

The members of the District School Committee or school board of each school administrative unit located within the AOS shall serve as the representatives to the AOS School Board.

<u>Member School Unit</u>	<u>Number of Representatives</u>
Boothbay-Boothbay Harbor Community School District	6
Edgecomb School Department	3
Southport School Department	<u>3</u>
	12

**3. A (3) The Method of Voting of the Governing Body:**

The AOS school board shall use the weighted voting method. Until the next Federal Decennial Census, each member's voting power shall be proportionate to the population of that member's municipality as shown below:

<b>Member School Unit/Municipality</b>	<b>Population</b>	<b>% of Total Population of AOS</b>	<b>Number of AOS School Board Members</b>	<b>Votes Per AOS School Board Member</b>
Boothbay-Boothbay Harbor Community School District	5,462	74.2%	6	124(6)
Edgecomb	1,217	16.5%	3	55(3)
Southport	684	9.3%	3	31(3)
<b>Total:</b>	7,363	100%	12	1003

The weighted vote of each member of the AOS school board shall be adjusted after each Federal Decennial Census based on a total of 1,000 votes, plus or minus up to 5 votes for rounding purposes, to reflect the then current population of each school administrative unit in the AOS as a percentage of the total population of all school administrative units in the AOS.

**3. A (4)The Composition, Powers and Duties of Local School Boards:**

The composition, powers and duties of the school boards of the Member School Units will remain unchanged except as specifically modified by the attached Interlocal Agreement or as otherwise provided in this plan.

**3. A (5)The Disposition of Real and Personal School Property:**

All real and personal school property of the Member School Units will remain with them, except that the real and personal property owned by Boothbay-Boothbay Harbor Community School District and used for the School Union 49 Central Office will be transferred to the Rocky Channels School System.

**3. A (6)The Disposition of Existing School Indebtedness and Lease/Purchase Obligations:**

The indebtedness and lease/purchase obligations of the Member School Units will remain with them, except that lease/purchase obligations of Boothbay-Boothbay Harbor Community School District for the School Union 49 Central Office will be transferred to the Rocky Channels School System.

**3. A (7) The Assignment of School Personnel Contracts, School Collective Bargaining Agreements and other School Contractual Obligations:**

All Central Office staff, and all personnel contracts and other contractual obligations of the Member School Units related to the Central Office will be transferred to the Rocky Channels School System. All other personnel contracts, school collective bargaining agreements and school contractual agreements of the Member School Units will remain with them.

**3. A (8) The Disposition of Existing School Funds and Existing Financial Obligations, Including Undesignated Fund Balances, Trust Funds, Reserve Funds, and other Funds Appropriated for School Purposes:**

All existing school funds and existing financial obligations of the Member School Units will remain with them.

**3 A (9) A Transition Plan That Addresses the Development of a Budget for the First School Year of the Reorganized Unit and Internal Personnel Policies:**

The Rocky Channels Reorganization Planning Committee shall dissolve on the date that a School Reorganization Plan is approved by the voters of Member School Units with at least 650 pupils based on the October 1 pupil counts for the 2006 calendar year, or on June 30, 2010, whichever occurs first.

The Rocky Channels School System School Committee shall be appointed by May 21, 2010 and shall develop the budget for the Rocky Channels School System for FY 2010 – 11. The Rocky Channels School System budget for FY 2010 -11 shall be adopted by the voters at an AOS budget meeting in accordance with the budget meeting procedures applicable to regional school units as provided in the Interlocal Agreement. The Rocky Channels School System shall employ the Rocky Channels School System Superintendent and make all necessary decisions in order for the Rocky Channels School System to become operational on July 1, 2010. Present Boothbay-Boothbay Harbor Community School District personnel policies shall serve as the interim policies for the Rocky Channels School System.

**3. A (10) All Reorganization Planning Committee Meetings Are Public:**

The Reorganization Planning Committee has met 5 times to develop a Reorganization Plan. A copy of the minutes of these meetings is attached to this plan as Exhibit A. A public hearing will be held in each of the four towns in the proposed Rocky Channels School System to explain the Reorganization Plan prior to the referendum vote.

**3. A (11) An Explanation Of How Units That Approve the Reorganization Plan Will Proceed If One Or More Of The Proposed Members Of The Regional School Unit Fail to Approve the Plan:**

If the School Reorganization Plan which incorporates the attached Interlocal Agreement is approved by the voters of Member School Units with an October 1, 2006 enrollment of at least 700 resident subsidizable pupils, the attached Interlocal Agreement shall become operative and the Alternative Organizational Structure (AOS) shall be formed with those Member School Units that voted to approve the Reorganization Plan. If the Reorganization Plan is approved by Member School Units with less than 700 subsidizable resident pupils on October 1, 2006, the Interlocal Agreement shall not become operative and the AOS shall not be formed.

**3. A(12)An Estimate of the Cost Savings to be Achieved by the Formation of an Alternative Organizational Structure and how these saving will be Achieved:**

See Exhibit C for an estimate of the projected cost savings to be achieved.

The projected cost savings will not have an adverse impact on instructional programming.

**3. A (13)Other Matters Determined to be Necessary;**

13-A). K-12 Core Curriculum: The Rocky Channels School System will be responsible for adopting and maintaining a K-12 core curriculum (aligned to the Maine Learning Results) for Member School Units and procedures for standardized testing and assessment aligned with the system of learning results established in Title 20-A MRS Section 6209.

13-B). Tuition Contracts and School Choice:

Member School Units currently have the following tuition contracts:

<u>Town</u>	<u>School Contracted</u>	<u>Expiration Date</u>
Edgecomb	BBH CSD	July 1, 2011
Southport	BBH CSD	July 1, 2012

The tuition agreements listed above are non-exclusive agreements for students in grades 7 and 8. School administrative units that currently have tuition agreements may continue to negotiate tuition agreements in the future. Students in grades 7 – 12 within Edgecomb and Southport may choose to attend any school approved by the State for tuition purposes. For secondary students, the respective School Administrative Unit (SAU) pays up to the maximum state-allowable tuition for each secondary student. Grade levels in the existing SAUs that have choice of schools as of the operational date shall continue to have the same choices in the Rocky Channels School System. All school administrative

units that operate K-6 schools will not have school choice for those grades. School administrative units that operate grades 7-12 will not have school choice for those grades.

13-C). Claims and Insurance:

Continuity of insurance shall be maintained with the assistance of counsel.

13-D). Less than 1000 Students: Written demonstration of unique or particular circumstance has been filed with the Notices of Intent.

13-E). Plan for Consistent Collective Bargaining Agreements:

There are two types of collective bargaining agreements in place within the Member School Units. The first type of agreement covers support staff. Each of the following school administrative units have their own support staff contracts:

The following are the expiration dates of all support staff contracts:

<u>School Administrative Unit</u>	<u>Expiration Date</u>
BBH CSD	June 30, 2011

The second type of collective bargaining agreement covers teachers. Each of the following school administrative units have separate teacher collective bargaining contracts:

BBH CSD, Edgecomb and Southport.

The following are the expiration dates of all teacher collective bargaining contracts:

<u>School Administrative Unit</u>	<u>Expiration Date</u>
BBH CSD	June 30, 2013
Edgecomb	June 30, 2013
Southport	June 30, 2013

The member units of the Rocky Channels School System will meet jointly to develop a plan for consistent collective bargaining agreements upon the expiration of the existing collective bargaining agreements and will develop consistent negotiating proposals in order to achieve greater consistency in the terms and conditions of employment. For purposes of this plan, consistent collective bargaining agreements means consistent language for those agreements while permitting salaries and other fiscal impacts to be negotiated by the school board of each Member School Unit.

13-F). Plan for Consistent School Policies and School Calendars. After July 1, 2010 the AOS school board, working in conjunction with the school boards of the Member School Units, will develop a plan for consistent school policies and consistent school calendars. The plan for consistent school calendars will be implemented on or before July 1, 2011. The plan for consistent school policies will be implemented on or before July 1, 2012.

13-G). State Subsidy. In accordance with 20-A M.R.S.A. §1461-B, sub-§4, the Member School Units shall serve as discrete school administrative units for purposes of Title 20-A Chapter 606-B. The Member School Units shall provide any separate discrete data that is necessary for the Department of Education to perform these calculations.

13-H). Cost Sharing of AOS Budget. The Member School Units shall share the costs of the AOS budget on the basis of and in proportion to their respective average number of resident subsidizable pupils on April 1 and October 1 of the preceding calendar year. The method of cost sharing of the AOS budget may be amended upon approval by a majority vote of the AOS school board and a majority vote of the school board of each of the Member School Units.

13-I). Joinder of Georgetown School Department. The Georgetown School Department may join the AOS and the Interlocal Agreement, on the terms of this Reorganization Plan and the Interlocal Agreement, effective July 1, 2011, by submitting a letter of intent to the Commissioner of Education and upon approval of such joinder by the legislative body of the Town of Georgetown voting at a referendum conducted on or before April 1, 2011. No further approval by the Commissioner of Education or the original Member School Units shall be required. In the event of the approval of such joinder at a referendum conducted in Georgetown on or before April 1, 2011, the members of the Georgetown school board shall be added to the AOS board for the purpose of preparing the AOS budget for FY 2011-12 and for the purpose of calling the AOS budget meeting. In the event of approval of such joinder, the voters of Georgetown shall participate in the AOS budget meeting for consideration and approval of the AOS budget for FY 2011-12. The AOS school board and the Commissioner of Education shall then approve any changes to this Reorganization Plan and the Interlocal Agreement necessary to reflect joinder of the Georgetown School Department to the AOS.

13-J). Amendment. This Reorganization Plan and the Interlocal Agreement may be amended upon approval by the Commissioner of Education, and by a majority of the AOS board, and by a majority of the school board of each Member School Unit.

13-K). Incorporation of Interlocal Agreement:

The Interlocal Agreement for the creation of the Rocky Channels School System, attached to this plan as Exhibit B, is expressly incorporated into and made a part of this plan.

## Exhibit A

Regional Planning Committee  
April 1, 2010  
Superintendent of Schools Office  
School Union 49

Members Present: Steve Ward, Bruce White, Chris Buchanan, Sandy Paxson, John Bertolet, Don Cowing, Kristin Malin, Eileen King, James Jurdack

Steve Ward called the meeting to order and welcomed everyone at 2:00 pm.

Steve asked Eileen to update the group on the work that had been done since the March 3<sup>rd</sup> meeting. Eileen shared that she had pursued consolidating the Union 49 schools by July 1, 2010, while keeping the invitation extended for Georgetown for July 1, 2011.

Eileen shared the financial implications for the schools in Union 49 if they did not consolidate.

Eileen shared that Union 49 met the criteria for Unique and Special Circumstances and had conditional approval from the Commissioner to move forward.

The group reviewed both the Interlocal Agreement and AOS plan that was to be submitted to the state as soon as possible.

Eileen reviewed the timeline that had been updated by the department.

The group recommended some changes, and approved submitting the Interlocal Agreement and AOS plan to the state.

The group decided to call the AOS the Rocky Channels School System.

The meeting adjourned at 4:20 pm

Regional Planning Committee  
March 3, 2010  
Edgecomb Eddy School

Members Present: Steve Ward, Bruce White, Chris Buchanan, Sandy Paxson, John Bertolet, Nina Roth-Wells, Don Cowing, Kristin Malin, Eileen King, Connie Brown, James Jurdack,

Steve Ward called the meeting to order and welcomed everyone at 2:00 pm  
Steve asked everyone to introduce themselves.

Steve announced that the Notices of Intent had been rejected as the count that had been used was not the one used by the state and that we were off by 2 students.

Eileen updated the group on L.D. 570 and asked the group to consider moving forward, as it appeared that changes in the law would allow the Commissioner to be more flexible with units under 1000 students.

Steve handed out the timeline that the DOE has sent that outlined the dates that needed to be met in order to consolidate by July 1, 2010.

Members of the group were skeptical that this work could be done, concerned that the new law may not pass and suggested that the committee slow down the process and look to consolidate by July 1, 2011.

Eileen handed out the first draft of the Interlocal Agreement. The group reviewed this agreement and gave Eileen a list of questions to have answered for the next meeting.

The committee agreed that moving ahead at with this timeline was too aggressive with too many unknowns. The committee agreed to continue to meet with a goal of voting for consolidation by November.

A meeting for April 7<sup>th</sup> was scheduled.

The meeting adjourned at 4:00 pm

The meeting concluded at 3:55 pm  
Regional Planning Committee  
December 22, 2009  
Edgecomb Eddy School

Members Present: Steve Ward, Bruce White, Chris Buchanan, Sandy Paxson, John Bertolet, Nina Roth-Wells, Don Cowing, Kristin Malin, Eileen King, Connie Brown, James Jurdack

Steve Ward called the meeting to order and welcomed everyone at 2:00 pm  
Steve asked everyone to introduce themselves.

The committee discussed what should be included in the plans to align curriculum and collective bargaining contracts.

Steve asked Eileen to update the Committee on recent conversations with Norm Higgins from the DOE. Eileen stated that there appeared to be some work being done by an independent group to make some amendments to the Consolidation law that would make the law more flexible. One of the changes that Eileen felt we would see is that state subsidy would be distributed individually.

Steve asked Eileen to discuss what needed to be done in order to file a notice of intent. Eileen offered to do that for the group and send a copy to Connie for her review prior to sending it to the Department of Education.

For purposes of discussion only, Eileen reviewed the Union 49 Budget including Georgetown in the spreadsheet. She explained that the cost share was calculated by an average of October 1 and April 1 enrollments of the previous year. Eileen emphasized that this format would look differently under an AOS but was a good example of how the cost share would be applied.

Nina Roth Wells recommended that Georgetown go ahead and file a notice of intent to form an AOS with Boothbay-Boothbay Harbor C.S.D., Edgecomb and Southport by July 1, 2010.

Eileen stated that the Union 49 Board would make that motion in their January meeting and file a notice of intent after those meetings took place.

The meeting adjourned at 4:00 pm

Regional Planning Committee  
October 27, 2009  
Georgetown Central School

Members Present: Steve Ward, Bruce White, Chris Buchanan, Sandy Paxson, John Bertolet, Nina Roth-Wells, Don Cowing, Kristin Malin, Eileen King, Connie Brown, James Jurdack

Steve Ward called the meeting to order and welcomed everyone at 2:00 pm  
Steve asked everyone to introduce themselves.

Steve summarized the prior two meetings and the discussion that took place regarding forming an AOS. Steve asked if the group was still interested in continuing these conversations. Everyone agreed that the committee continues to pursue these discussions.

Steve asked Eileen King to summarize the process involved in forming an AOS. Eileen stated that it would begin by the committee developing an Interlocal Agreement and an AOS plan.

Eileen discussed the components of the Agreement and plan and gave examples of what was entailed in addressing the following items.

- The filing of a notice of Intent
- The SAU's included in the AOS
- The composition and apportionment of the Governing Body
- The method of voting of the governing body
- The roles and responsibilities of the local school committees
- The disposition of real estate, personal property and leases.
- The assignment of personnel contracts and collective bargaining agreements
- A transition plan
- Enrollment
- Comprehensive programming for all students in grades K-12
- Inclusion of one public High School
- Consolidation of Central Office Functions, special education administration, transportation administration, curriculum coordinator and food service coordinator.
- The Budget Process for the AOS
- A plan to adopt a core curriculum, consistent policies and school calendars

Members were concerned about the distribution of subsidy. Eileen said that she understood that some changes were being recommended to distribute subsidy to individual units as it is now being done. Eileen also stated that any carry forward fund would remain within the individual unit, and that the AOS would only address Central Office functions, special education administration, curriculum coordinator, transportation and food service coordination.

Regional Planning Committee:  
May 26, 2009  
Georgetown Central School

Member Present: Steve Ward, Bruce White, Chris Buchanan, Sandy Paxson, John Bertolet, Nina Roth-Wells, Don Cowing, Kristin Malin, Eileen King, Connie Brown, James Jurdack

Steve Ward called the meeting to order at 2:00 pm  
Steve Ward welcomed everyone all those who were present and asked everyone to introduce themselves.

Steve summarized the key points in the former AOS plan that School Union 49 participated in. A copy of the Interlocal agreement and the AOS plan were made to review.

The Committee went through the Interlocal agreement and discussed a variety of the terms.

Items that gained consensus were:

Maintaining School Choice

Developing a Cost Share Formula based on Student Population

Developing a Plan to develop a Collective Bargaining Unit for language only, leaving all fiscal impacts to be negotiated at the local level.

Development of a common school calendar

Items that raised questions/concerns:

Distribution of state subsidy: How will this be done?

Year-end carry forward funds: What happens to these funds?

Is there an out clause for a school in case the AOS doesn't work?

What happens to school property?

Other questions:

What form of governance will the AOS have?

What happens to the local school board?

How are the AOS Board members chosen?

What is the timeline for forming the AOS?

The committee agreed to convene a meeting in the fall to continue discussions on whether or not to form an AOS.

The meeting adjourned at 3:30 pm

Exhibit A  
Regional Planning Committee Meeting  
March 31, 2009  
Georgetown Central School

Present:

Steve Ward, Bruce White, Chris Buchanan, Sandy Paxson, John Bertolet, Nina Roth-Wells, Don Cowing, Kristin Malin, Eileen King, Connie Brown, James Jurdack

Steve Ward welcomed all those who were present and asked all members to introduce themselves.

Steve and Kristin shared prior phone conversations regarding potentially forming an AOS and expressed an interest in furthering the conversation to see if there was a philosophical match.

Members of the Georgetown School Committee shared their previous experience with the consolidation process, what worked and what didn't.

Members of the Union 49 School Board shared their previous experience with the consolidation process, what worked and what didn't.

Members of both Boards outlined what was important to them:

- Maintain local control
- Maintain school choice
- Develop a plan with a fair and equitable distribution of funds.
- Develop a plan that does not increase taxes unfairly based on valuation
- Maintain a focus on providing a quality educational program for all students.

Members of the School Union 49 Board were given a tour of the building and a chance to speak with faculty and staff.

The meeting adjourned at 4:10 pm

## EXHIBIT B

### Interlocal Agreement for Alternate Organizational Structure 30-A M.R.S.A. Chapter 115

Agreement made as of April 5, 2010 between the Boothbay-Boothbay Harbor Community School District ("BBHCSD"), Edgecomb School Department ("Edgecomb"), a municipal school unit acting by and through its governing body; and Southport School Department ("Southport"), a municipal school unit acting by and through its governing body; (hereinafter the "Member School Units");

WHEREAS, subject to certain conditions of approval, the Member School Units intend to form an Alternate Organizational Structure (hereinafter "AOS") within the meaning of 20-A M.R.S.A. §1, sub-§26(c) and 20-A M.R.S.A. §1461-B for administration of certain aspects of their respective school systems; and

WHEREAS, the Member School Units intend to share services with respect to system administration, transportation administration, special education administration, and administration of business functions including accounting, reporting, payroll, financial management, purchasing, insurance, and auditing; and

WHEREAS, the Member School Units propose to adopt a core curriculum, procedures for standardized testing and assessment aligned with the system of learning results, a plan for consistent school policies and school calendars, and a plan for consistent collective bargaining agreements; and

WHEREAS, the Member School Units intend to work together to identify additional areas where they may be able to achieve cost savings and/or enhanced educational programming and opportunities for students; and

WHEREAS, the Member School Units are public agencies of the State of Maine within the meaning of Chapter 115 of Title 30-A of the Maine Revised Statutes; and

WHEREAS, 30-A M.R.S.A. §2203 provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Maine may be exercised jointly with any other public agency of the State of Maine by means of an Interlocal Agreement;

NOW, THEREFORE, subject to certain conditions of approval as stated in Paragraph 18 hereof, the Member School Units enter into an Interlocal Agreement pursuant to Title 30-A M.R.S.A. Chapter 115 as follows:

1. Purpose. The purpose of this Interlocal Agreement is to reorganize the Member School Units into an Alternate Organizational Structure ("AOS") in order to achieve to goals of Maine's School Reorganization Law, PL 2007, Ch. 240 as amended, including enhanced student educational achievement and greater efficiency in the administration of public school programs.
2. Reorganization Plan for an AOS. The Member School Units have formed a Reorganization Planning Committee (hereinafter "RPC") for the purpose of developing a school reorganization plan for an AOS pursuant to Maine's School Reorganization Law (hereinafter "School Reorganization Plan"). The Member School Units agree to work with the RPC to develop a School Reorganization Plan for an AOS which can be

submitted to the Commissioner of Education for approval and then submitted to the voters for approval at referendum in accordance with Maine's School Reorganization Law.

3. Creation of Legal and Administrative Entity. The inhabitants of and the territory within the Member School Units is hereby created as a body politic and corporate under the name of Rocky Channels School System (hereinafter "RCSS"). RCSS is an Alternate Organizational Structure within the meaning of 20-A M.R.S.A. §1, sub-§26(c) and 20-A M.R.S.A. §1461-B, a school administrative unit within the meaning of 20-A M.R.S.A. §1(26) and 30-A M.R.S.A. §2252, a quasi-municipal corporation within the meaning of 30-A M.R.S.A. §2351(4), a public agency within the meaning of 30-A M.R.S.A. Chapter 115, and a political subdivision within the meaning of 14 M.R.S.A. Chapter 741, §8102(3), and it shall have all other governmental authority and immunity as may be provided by any other applicable law.

4. AOS School Board. RCSS established pursuant to this Interlocal Agreement shall be governed by an AOS school board comprised of representatives of each Member School Unit as follows:

<u>Member School Unit</u>	<u>Number of Representatives</u>
BBHCSD	6
Edgecomb	3
Southport	3
	12

The AOS school board shall use the weighted voting method. Until the next Federal Decennial Census, each member's voting power shall be proportionate to the population of that member's municipalities as shown below:

<b>Member School Unit/Municipality</b>	<b>Population</b>	<b>% of Total Population of AOS</b>	<b>Number of AOS School Board Members</b>	<b>Votes Per AOS School Board Member</b>
BBHCSD	5,462	74.2%	6	124(6)
Edgecomb	1,217	16.5%	3	55(3)
Southport	684	9.3%	3	31(3)
<b>Total:</b>	<b>7,363</b>	<b>100%</b>	<b>12</b>	<b>1003</b>

The weighted vote of each member of the AOS school board shall be adjusted after each Federal Decennial Census based on a total of 1,000 votes, plus or minus up to 5 votes for rounding purposes, to reflect the then current population of each school administrative unit in the AOS as a percentage of the total population of all school administrative units in the AOS.

The members of the school board of each school administrative unit in the AOS shall serve as members of the representative(s) to the AOS school board to which that school administrative unit is entitled. Membership on the AOS school board shall terminate at any time that a member of the AOS school board ceases to hold office as a member of the school board of the Member School Unit. By June 30 of each year, the AOS school board shall chose by ballot from among its members a chair and secretary of the AOS school board for the ensuing year.

5. School Systems of Member School Units. Within each of their respective jurisdictions, Member School Units are currently responsible for operation of the following school grades:

<b>Member School Unit</b>	<b>Grades</b>
BBHCSD	K-12
Edgecomb	K-6
Southport	K-6

6. Powers, Authority and Responsibilities. There shall be an AOS central office under the direction and control of the AOS school board. The AOS central office shall include without limitation a superintendent of schools, business manager, transportation director, and special education director, provided that one person may hold more than one of these positions. The respective powers and duties of the AOS school board and superintendent of schools shall be governed by State law. The AOS school board shall be responsible for overseeing system administration, transportation administration, special education administration, professional development, administration of business functions (including accounting, reporting, payroll, financial management, purchasing insurance and auditing) and development and maintenance of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results for all of the Member School Units in the AOS.

The AOS school board shall adopt and implement a plan for consistent school policies and consistent school calendars in conjunction with the school boards of the Member School Units. The AOS school board shall adopt a plan for consistent collective

bargaining agreements within the AOS. The plan for consistent collective bargaining agreements shall be designed to develop consistent language for collective bargaining agreements while providing that salaries and fiscal impacts shall be negotiated by the school boards of each Member School Unit).

More specifically, in furtherance and not in limitation of the powers and responsibilities of the AOS school board as described above, the powers, authority and responsibilities of the AOS school board shall include the following:

- a. Oversee the operation of the AOS central office;
- b. Annually develop and obtain legislative body approval for the AOS budget at an annual AOS budget meeting;
- c. Apportion to each Member School Unit its share of the AOS central office budget in accordance with the AOS cost sharing formula;
- d. Oversee central office business services, including accounting, reporting, payroll, financial management, insurance purchasing and auditing for the Member School Units;
- e. Accept and oversee the administration of balances, carryover funds or general reserves as provided in the Reorganization Plan and establish and oversee the expenditure of other reserve funds as approved through the AOS budget process and as permitted by applicable law;
- f. Own or lease and oversee management of AOS central office property and equipment;
- g. To the extent permitted by law, authorize and oversee administration of construction and renovation projects or any part of such projects that pertain to the AOS central office;
- h. To the extent permitted by law, assume and incur debt or obtain other financing for the AOS central office, in addition to the authority of one or more Member School Units to incur debt for that purpose;
- i. Oversee administration of federal, state and other grants not overseen by the school boards of the Member School Units;

- j. Oversee filing of all required state and federal reports for the AOS and the Member School Units;
- k. Employ AOS central office personnel and oversee their wages, hours, and working conditions;
- l. Oversee the supervision and evaluation of and adopt policies applicable to AOS central office employees;
- m. Adopt and implement a plan for consistent collective bargaining agreements in conjunction with the school boards of the AOS Member School Units;
- n. Oversee and maintain a K-12 core curriculum for Member School Units and consistent procedures for standardized testing and assessment aligned with the system of learning results;
- o. Adopt and implement a plan for consistent school policies and consistent school calendars in conjunction with the school boards of the AOS Member School Units;
- p. Oversee administration of the transportation systems for all schools within the AOS Member School Units and administration of bus purchases and debt repayment for the AOS Member School Units.;
- q. Oversee administration of the bookkeeping and reporting requirements for school lunch programs for the AOS Member School Units;
- r. Accept and oversee expenditure of gifts to the AOS central office;
- s. Oversee contracts and lease agreements relating to the AOS Central Office;
- t. Distribute state subsidy among the Member School Units in accordance with the subsidy distribution method described in paragraph 10;
- u. Oversee administration of this Interlocal Agreement and, as deemed necessary from time to time, propose amendments to this Interlocal Agreement for approval by the Commissioner of Education, and by a majority vote of the AOS school board, and by a majority vote of the school board of each of the Member School Units.

- v. Authorize the superintendent of schools, subject to such limitations as the AOS school board may in its discretion determine, to designate one or more employees of the AOS or Member School Units with administrative certification from the State of Maine to attend meetings of the school boards of the AOS and Member School Units in place of the Superintendent of Schools.

7. Other Educational Improvements and Cost Savings.

The AOS and the Member School Units shall work together in a cooperative manner under the leadership of the AOS school board and the superintendent of schools to identify and implement additional measures to improve student achievement and create efficiencies in the delivery of educational services within and among the Member School Units in the AOS.

8. Budget Adoption Procedures. The AOS school board shall develop each year an annual budget for the AOS which shall be submitted to an AOS budget meeting of the voters of all of the Member School Units prior to calling the budget meetings of the Member School Units. The AOS budget meeting shall be conducted in accordance with the summary cost center budget format, to the extent applicable to the AOS budget, and the budget meeting procedures applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the AOS school board. The AOS budget must be approved at the AOS budget meeting by a majority of the voters from AOS Member School Units voting as a single body, as opposed to a majority of the voters from each Member School Unit. Following the adoption of an annual AOS budget at the AOS budget meeting, the AOS school board shall notify the Member School Units of their respective shares of the AOS budget as approved at the AOS budget meeting calculated in accordance with the cost sharing method in paragraph 9. The

school board of each Member School Unit in the AOS shall then develop its own school budget, including its share of the AOS budget, and submit it to the legislative body of that Member School Unit for approval at a meeting of its legislative body in accordance with applicable law. Following the budget meetings of the AOS and each Member School Unit, each Member School Unit shall adopt its budget in accordance with applicable law. If the budget of a Member School Unit that is required to conduct a budget validation referendum is not approved at a budget validation referendum, that Member School Unit shall repeat the budget adoption process until its budget is approved at both a budget meeting and budget validation referendum. Each Member School Unit's final share of the AOS budget shall be determined based on the final AOS budget as approved at an AOS budget meeting. The budget validation referendum procedure for a Member School Unit may be discontinued by the voters of that Member School Unit in accordance with the law applicable to a regional school unit. The AOS shall not have taxing power and the allocation of AOS costs to each Member School Unit under the cost sharing method in paragraph 9 shall not constitute the assessment of a tax. The Member School Units shall be solely responsible for raising taxes to pay their respective shares of the AOS budget. Each Member School Unit's share of the AOS budget shall be paid to the AOS as a contractual obligation under the terms of this Interlocal Agreement.

9. Cost Sharing of AOS Central Office Budget.

- a. The Member School Units shall share the costs of the AOS budget on the basis of and in proportion to their respective average number of subsidizable resident pupils on April 1 and October 1 of the preceding calendar year.

b. Process for amending the AOS budget cost sharing formula:

The method of cost sharing of AOS central office costs may be amended upon approval by a majority vote of the AOS school board and approval by a majority vote of the school board of each Member School Unit.

10. Distribution of State Subsidy. In accordance with 20-A M.R.S. §1461-B sub-§4 the Member School Units shall be recognized as discrete school administrative units for purposes of Title 20-A MRS Chapter 606-B. The Member School Units shall provide any separate discrete data that is necessary for the Department of Education to perform these calculations. The AOS shall distribute state subsidy received by the AOS to each Member School Unit in the amount calculated and reported for that Member School Unit by the Maine Department of Education.

11. Real Estate and Personal Property. All real and personal property belonging to Member School Units shall remain the property of those Member School Units; except that all real or personal property of the Member School Units necessary for the operation of the AOS central office shall be transferred to the AOS. In the event of dissolution of the AOS, the property of the AOS, or the proceeds from the sale of such property, shall be distributed to the Member School Units in proportion to the average over the three preceding fiscal years of their respective contributions to the AOS budget under the AOS cost sharing method. Notwithstanding the provisions of the previous sentence, in the event that the AOS is dissolved, or that the land and building which comprise the existing School Union 49 Superintendent's office is sold prior to July 1, 2025, ownership interests in the land and building, or the net proceeds from the sale of

the land and building, shall be distributed to BBH CSD, Edgecomb, and Southport in proportion to their respective average contributions to the AOS budget over the three preceding fiscal years. In the event that the AOS is dissolved, or that the land and building which comprise the existing School Union 49 Superintendent's office is sold on or after July 1, 2025, ownership interests in the land and building or the net proceeds from the sale of the land and building, shall be distributed to all of the Member School Units in the AOS at that time in proportion to their respective average contributions to the AOS budget over the three preceding fiscal years.

12. School Closing. The closing of a school within a Member School Unit in the AOS shall be determined by the governing body and voters of that Member School Unit in accordance with applicable law. The AOS school board and the legislative body of the AOS shall have no authority to close a school within a Member School Unit.

13. Duration. This Interlocal Agreement shall remain in effect from the date that the AOS becomes operational until this Agreement is terminated either pursuant to Paragraph 15 or by operation of law.

14. Termination of Participation of Member School Unit. The participation of a Member School Unit in this Interlocal Agreement and the AOS may be terminated for cause upon the failure of a Member School Unit to conform to the statutory requirements applicable to alternative organizational structures, including without limitation, failure to implement the core curriculum, procedures for standardized testing and assessment, consistent school policies and school calendars, and/or the plan for consistent bargaining agreements approved by the AOS school board. Prior to any such termination, the AOS

school board shall provide the non-conforming Member School Unit with written notice of its failure to conform to AOS statutory requirements and shall provide a 90 day opportunity to cure. If the Member School Unit fails to cure the non-conformity within the 90 day cure period, the AOS school board shall submit to the Commissioner of Education a plan for termination and equitable distribution and/or compensation with respect to that Member School Unit's proportionate share of the assets of the AOS, subject to the provisions of section 11 concerning the land and building which comprise the existing Superintendent's office. Upon approval of the Plan by the Commissioner, the Member School Unit's participation in the AOS and this Interlocal Agreement may be terminated by a vote of a majority of all the Members of the AOS school board including those from the Member School Unit whose termination is under consideration. The termination of a Member School Unit's participation shall become effective as of the end of the then current AOS fiscal year. Upon the termination of a Member School Unit's participation in the AOS, the AOS shall make a distribution of property and/or provide compensation to the terminated Member School Unit as provided in the plan approved by the Commissioner.

15. Termination of Interlocal Agreement. Unless otherwise provided by law, this Interlocal Agreement may be terminated upon approval by the Maine Commissioner of Education of a Plan of Termination prepared by the AOS school board or by the school board(s) of one or more Member School Units, and thereafter approved by the voters of the AOS or the voters of one or more Member School Units within the AOS, as may be provided in the Plan of Termination approved by the Commissioner.

16. Withdrawal from Interlocal Agreement. Any Member School Unit shall have the authority to withdraw from the AOS effective at the beginning of any fiscal year provided that such withdrawal is approved at a public referendum conducted within the withdrawing Member School Unit held more than sixty days prior to the beginning of that fiscal year.

17. Joinder of Additional Member School Units: Subject to approval by the Commissioner of Education, a school administrative unit may join this Interlocal Agreement and the AOS as a Member School Unit upon a two-thirds vote of the full membership of the AOS school board, approval by the school boards of each Member School Unit and the school board of the school administrative unit proposing to join the AOS, and a favorable referendum vote in each Member School Unit and in the school administrative unit proposing to join the AOS. Prior to calling the referendums in Member School Units, the school administrative unit proposing to join the AOS shall agree in writing to assume responsibility for the cost of conducting the referendum in each Member School Unit regardless of the final outcome of the referendum.

Notwithstanding the foregoing, the Georgetown School Department may join this Interlocal Agreement and the AOS as a Member School Unit, on the terms of this Interlocal Agreement and the Reorganization Plan, effective July 1, 2011, by submitting a letter of intent to the Commissioner of Education and upon approval of such joinder by the legislative body of the Town of Georgetown voting at a referendum conducted on or before April 1, 2011. No further approval by the Commissioner of Education and the original Member School Units shall be required. In the event of the approval of such

joinder of the Georgetown School Department to the AOS at a referendum conducted on or before April 1, 2011, the members of the Georgetown School Board shall be added to the AOS board for the purpose of preparing the AOS budget for FY 2011-12 and for the purpose of calling the AOS budget meeting. In the event of approval of such joinder, the voters of Georgetown shall participate in the AOS budget meeting for consideration and approval of the AOS budget for FY 2011-12. The AOS school board and the Commissioner of Education shall then approve any changes to this Interlocal Agreement and the Reorganization Plan necessary to reflect the joinder of the Georgetown School Department to the AOS.

18. Conditions of Approval. The approval of this Interlocal Agreement by the governing body of each Member School Unit is contingent upon and subject to 1) submission of a School Reorganization Plan for an AOS which incorporates this Interlocal Agreement to the Commissioner of Education by the governing body of that Member School Unit, 2) approval of that School Reorganization Plan by the Commissioner of Education, and 3) approval of that School Reorganization Plan by the voters of that Member School Unit at referendum in accordance with this paragraph. This Interlocal Agreement shall not become effective, and the AOS shall not become operational, with respect to any Member School Unit whose governing body fails to submit the School Reorganization Plan for an AOS to the Commissioner of Education nor with respect to any Member School Unit if the voters of that Member School Unit fail to approve the School Reorganization Plan incorporating this Interlocal Agreement. This Interlocal Agreement shall not become effective with respect to any Member School Unit

unless the School Reorganization Plan which incorporates this Interlocal Agreement is approved at referendum by the voters of that Member School Unit and by the voters of Member School Units with a combined number of pupils on October 1, 2006 of at least 700 pupils. If the School Reorganization Plan is approved by the voters of Member School Units with a combined number of pupils on October 1, 2006 of at least 700 pupils, but not by the voters of all of the Member School Units, then this Interlocal Agreement and the Reorganization Plan shall become effective, but only with respect to those Member School Units which have voted to approve the School Reorganization Plan. The AOS school board and the Commissioner of Education shall approve any changes to this Interlocal Agreement and the Reorganization Plan necessary to remove any Member School Unit that fails to vote in favor of the School Reorganization Plan.

19. Amendment of Interlocal Agreement. This Interlocal Agreement may be amended upon approval of an amendment by the Commissioner of Education, and by a majority of the AOS board, and by a majority of the school board of each Member School Unit. Approved amendments to this Interlocal Agreement shall be submitted to the Commissioner of Education to be filed with the Secretary of State.

20. Filing of Agreement. Before becoming effective, this agreement shall be filed with the Secretary of State, the clerk of each municipality within the AOS, and the secretary of each Member School Unit within the AOS.

19. Miscellaneous Provisions.

- a. This Agreement shall be construed and enforced in accordance with the laws of the State of Maine.

- b. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- c. This Agreement constitutes the entire Agreement between the parties, supersedes all prior negotiations and understandings among them and shall not be altered or amended except as provided herein.
- d. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.
- e. The headings in this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and provisions hereof.

Apr. 12. 2010<sup>PM</sup> 9:45AM2076 The First NA, Accounting

No. 7640 P. 1/1 01/01

From: Lincoln/Haney Eng.

207 729 2841

04/12/2010 09:32

#048 P.001/001

04/12/2010 09:17 2076335458

SUPERINTENDENT

PAGE 02/02

WITNESS:

Boothbay-Boothbay Harbor  
Community School DistrictMary Knapp

BY:

Larry Colcord, Its Chair  
District School Committee  
Date: 4/12, 2010

WITNESS:

Boothbay-Boothbay Harbor  
Community School DistrictMary Knapp

BY:

William Haney, Its Chair  
Board of Trustees  
Date: April 12, 2010

WITNESS:

Edgcomb School Department

Mary Knapp

BY:

Stephen Ward, Its Chair  
Municipal School Board  
Date: 12 April, 2010

WITNESS:

Southport School Department

Mary Knapp

BY:

Katherine Tibbatts, Its Chair  
Municipal School Board  
Date: 4/12/10, 2010

WITNESS:

APPROVED PURSUANT  
TO 30-A M.R.S.A. §2205Janet Pool

BY:

Susan A. Gendron  
Susan A Gendron  
State of Maine  
Commissioner of Education  
Date: \_\_\_\_\_, 2010

## **Exhibit C**

### **Estimated Savings: 2010-2011**

#### **20% Savings Audit Costs: 4,800**

Currently 3 different auditors serve School Union 49 along with the towns of Edgecomb and Southport. The result of forming an AOS will allow the new AOS to bid this service, resulting in a decrease of duplication of services.

#### **10% savings on Insurance: 3,300**

Two different insurance companies serve School Union 49 along with the towns of Edgecomb and Southport. The result of forming an AOS will allow the new AOS to bid this service, resulting in a decrease of duplication of services.

#### **Savings on Transportation: 8,600**

Salaries: 2,800

Fuel: 5,800

There are currently two "head" bus drivers, and one transportation director in School Union 49. The AOS Board will hire one transportation director to oversee the new AOS, thereby eliminating the duplication of services.

Edgecomb, Southport and the Boothbay-Boothbay Harbor C.S.D. provide transportation services for their students. The AOS Board will direct the Transportation Director to re-structure the bus routes used by each individual town. This will provide more efficient bus routes that will result in a cost savings for fuel.

#### **Total Estimated Savings: 16,700**

## **Estimated Savings: 2011-2012**

### **Central Office Business Functions: 6,400**

The towns of Southport and Edgecomb currently oversee accounting, reporting and payroll at the town level for their individual schools. The Central Office staff for School Union 49 also duplicates some of these services and participates in the entering of data for the towns. The AOS Board will oversee these services exclusively at the Central office level thereby eliminating the duplication of services and reducing staff overtime hours.

### **Central Office Cost Share: 23,505**

The addition of the Georgetown School Department in July 1, 2011 to the AOS will reduce the cost of Central office functions by eliminating the duplication of payroll, accounting, system administration, special education administration and the administration of business functions.

### **Total Estimated Savings: 29,905**

## **ESTIMATED SAVINGS: 2012-2013**

### **Curriculum Coordinator: 5,500**

Two Curriculum Coordinators currently serve school Union 49 and the Georgetown School Department. In 2012 the AOS Board will recommend that one person oversee this position.

### **Total Estimated Savings: 5,550**